Engelmayer, J

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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

PLUMBERS AND PIPEFITTERS LOCAL UNION NO. 630 PENSION-ANNUITY TRUST FUND, Individually and On Behalf of All Others Similarly Situated, Plaintiff, vs. ARBITRON, INC., et al., Defendants.	08 Civ. 4063 (PAE) STIPULATION AND ~~[PROPOSED]~~ PROTECTIVE ORDER REGARDING CONFIDENTIAL INFORMANT #1

WHEREAS, by Order dated November 23, 2011 (the "Order"), the Court directed counsel for the parties to jointly propose a protective order to protect the identity of Confidential Informant #1 ("CI-1") that conforms to the conditions set forth in the Order; and

WHEREAS, counsel for the parties have conferred and agree to maintain the confidentiality of CI-1 consistent with the conditions set forth in the Order and as set forth below;

IT IS HEREBY STIPULATED AND AGREED by and between the undersigned, subject to approval of the Court, as follows:

1. The disclosure of the identity of CI-1will be made only to outside counsel for Defendants.[1] Outside counsel for Defendants are prohibited from sharing the identity of CI-1 with any other person or entity, including but not limited to, any current or former employee or officer of Arbitron, including in-house counsel for Arbitron. This prohibition extends indefinitely, including after the conclusion of this Action.

2. In addition, absent advance written approval by the Court, the identity of CI-1 may not be referenced in any Court filings or correspondence among the Parties. The only exception will be for the letter which counsel for Lead Plaintiff will send to outside counsel for Defendants containing CI-1's identity. Such letter will be sent by Counsel for Lead Plaintiff no later than 3 business days after entry of this Protective Order on the Court's docket. Counsel for Defendants agree to return such letter to Counsel for Lead Plaintiff, without making any copy or duplications of such letter, within 3 business days after its receipt.

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[1] Outside counsel as used in this Order shall include "paralegal, investigative, secretarial and clerical personnel who are engaged in assisting such counsel in litigation." *See* Protective Order ¶ 6(a) [ECF No. 91, filed 01/31/11]. Each nonlawyer employed by outside counsel for Defendants who is provided access to the identity of CI-1 shall execute an Agreement of Confidentiality in substantially the form attached hereto as Exhibit A.

3. Finally, in the event that CI-1 is deposed by either of the Parties, Defendants are precluded, absent advance written approval from the Court, from referencing the portions of the Amended Complaint[2] or Second Amended Complaint that attribute information to, or quote, CI-1. Stated differently, Defendants may inquire into the subject areas discussed by CI-1 in the Amended Complaint and Second Amended Complaint, but Defendants may not reference the Amended Complaint or Second Amended Complaint in doing so, or indicate or imply that the deponent is CI-1.

4. The agreement of the parties to entry of this Order does not limit the parties' rights to seek a modification of this Order at a later point, including (as recognized in paragraph 3) seeking from the Court the right to reference during the deposition of CI-1 the fact that the deponent is CI-1.

5. Counsel for the parties agree that this Court shall retain jurisdiction over them for purposes of enforcing this Order.

DATED: December 14, 2011

ROBBINS GELLER RUDMAN & DOWD LLP

By:

Samuel H. Rudman
David A. Rosenfeld
Michael Capeci
58 South Service Road, Suite 200
Melville, NY 11747
Telephone: 631/367-7100
631/367-1173 (fax)
srudman@rgrdlaw.com
drosenfeld@rgrdlaw.com
mcapeci@rgrdlaw.com

[2] CI-1 in the Second Amended Complaint, as described in ¶34, also appears as CI-1 in the Amended Complaint, as described in ¶31.

Attorneys for Plaintiff Plumbers and Pipefitters Local Union No. 630 Pension-Annuity Trust Fund

DATED: December 14, 2011

DLA PIPER LLC

By:
James Wareham
James Anklam
500 Eighth Street, NW
Washington, DC 20004
Telephone: 202-799-4514
202-799-5514 (fax)

Attorneys for Arbitron Inc.

DATED: December ___, 2011

WEIL, GOTSHAL & MANGES LLP

By:
Robert Carangelo
Evert J. Christensen, Jr.
767 Fifth Avenue
New York, NY 10153
Telephone: 212/310-8000
212/310-8007 (fax)

Attorneys for Defendant Stephen B. Morris

IT IS SO ORDERED.

DATED: 12/14/11

THE HONORABLE PAUL A. ENGELMAYER
UNITED STATES DISTRICT JUDGE

Attorneys for Plaintiff Plumbers and Pipefitters Local Union No. 630 Pension-Annuity Trust Fund

DATED: December ___, 2011

DLA PIPER LLC

By:
James Wareham
James Anklam
500 Eighth Street, NW
Washington, DC 20004
Telephone: 202-799-4514
202-799-5514 (fax)

Attorneys for Arbitron Inc.

DATED: December 14, 2011

WEIL, GOTSHAL & MANGES LLP

By:
Robert Carangelo
Evert J. Christensen, Jr.
767 Fifth Avenue
New York, NY 10153
Telephone: 212/310-8000
212/310-8007 (fax)

Attorneys for Defendant Stephen B. Morris

IT IS SO ORDERED.

DATED: 12/14/11

Paul A. Engelmayer
THE HONORABLE PAUL A. ENGELMAYER
UNITED STATES DISTRICT JUDGE

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EXHIBIT A

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

PLUMBERS AND PIPEFITTERS LOCAL UNION NO. 630 PENSION-ANNUITY TRUST FUND, Individually and On Behalf of All Others Similarly Situated,	:	08 Civ. 4063 (PAE)
Plaintiff(s),	:	
vs.	:	
ARBITRON INC., et al.,	:	
Defendant(s).	x	

AGREEMENT OF CONFIDENTIALITY

I reside at ____

My present employer is ______________________________________

1. My present occupation or job description is ____________________________

2. I have read the Agreed and Stipulation and Protective Order Regarding Confidential Informant #1 dated ________________ 2011, and either am a non-lawyer employee of or have been engaged as ________________ on behalf of ______________________________ in connection with the litigation styled *Plumbers and Pipefitters Local Union No. 630 Pension-Annuity Trust Fund v. Arbitron Inc.*

3. I am fully familiar with and agree to comply with and be bound by the provisions of said Order. I will not divulge to persons other than those specifically authorized by said Order, and

will not copy or use except solely for the purpose of this action, any information obtained pursuant to said Order, except as provided in said Order. I also agree to notify any stenographic or clerical personnel who are required to assist me of the terms of said Order.

Executed on ____________________________

by________________________________(signature)

Print Name:_________________________________